

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Complaint no.: 672 of 2025
Date of complaint: 17.02.2025
Order pronounced on: 12.12.2025

Jitendra Kumar
Resident of: - WZ-232, Lajwanti Garden,
Gali No - 08,

Complainant No. 1

Manisha keim
Resident of: - WZ-232, Lajwanti Garden,
Gali No - 08,

Complainant no. 2

Versus

M/s Pareena Infrastructures Pvt. Ltd.
Office address: C7A IInd Floor, Omaxe City
Centre Mall, Sohna Road, Sector 49, Gurugram,
Haryana

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Jitendra Kumar
Shri Prashant Sheoran (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section

under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details.

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"Coban Residences", Sector 99A, Gurugram
2.	Nature	Residential
3.	Project area	10.58 acres
4.	DTCP License	10 of 2013 dated 12.03.2013 valid upto 11.03.2029
5.	RERA registered/ not registered	Registered 35 of 2020 dated 16.10.2020 valid upto 10.03.2029
6.	Unit no.	T6-1601, 16 th floor (page 25 of complaint)
7.	Unit area admeasuring (super area)	1550 sq. ft. (page 25 of complaint)
8.	Allotment letter	28.05.2022 (page 25 of complaint)
9.	Builder buyer agreement	30.06.2022 (page 17 of complaint)
10.	Possession Clause	7.1 schedule for possession of the said unit/ apartment for residential purposes- the promoter agrees and understands that timely delivery of possession of the unit/apartment for residential purposes along with parking to the allottee and the common areas to the association of allottees or the competent authority, as the case may be
11.	Due date of possession	11.03.2024 (as per the clause *time is essence* :- The Promoter shall abide by the time schedule for completing the project i.e. 11th March 2024 as disclosed at the time of registration of the project with the Authority and towards handing

		over the Unit/ Apartment for Residential purposes along with parking to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. However in terms of the act and rules the time period for completion of the project may be got extended by the promoter by moving an appropriate application in this regard with the authority. In case the time period for completion of the project is extended by the authority then the same would be considered as applicable to the terms of the present agreement as well and the extended period shall be considered as the agreed period for the purposes of the present agreement for sale. [page 13 of BBA annexed in complaint]
12.	Total sale consideration	Rs. 76,08,517/- (as per SOA on page 05 of final request cum arguments of complaint)
13.	Amount paid	Rs. 79,04,512/- (as per SOA on page 06 of final request cum arguments of complaint)
14.	Occupation certificate	13.12.2022 [as per RERA website]
15.	Offer of Possession	14.12.2022

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint: -
- I am Jitendra Kumar, f/o Manisha Keim registered owner of Coban Residences. Manisha has currently moved to the USA in pursuance of her PhD, thus I am acting as a proxy on her behalf. I am seeking legal resolve to the delay in possession of Pareena Coban Residences. I booked a flat in Pareena Infrastructures Pvt. Ltd. construction Coban unit 1501, tower 6, 1550 sq. ft., 2BHK with application no. 181/13, where I initially paid Rs. 17 lakhs in two equal installments.
 - After the booking, the developer sought regular payments despite making no progress within the project, even before signing the agreement. Rather,

- they demanded a 10% payment to sign the agreement. So, I withheld the payment in light of dissatisfactory progress.
- iii. On Feb 23, 2021, I received a cancellation letter dated August 21, 2020. To resolve this, I met Mr. Viren, the project's MD, who offered me unit 1601 instead of unit 1501 with similar amenities. However, the new bba for unit 1601 excluded the modular kitchen promised in the original unit, and only Rs. 15 lakhs of my Rs.17 lakhs payment was adjusted. When I raised these concerns, staff assured the modular kitchen would be provided right after I made the full payment.
- iv. On Dec 16, 2022, I received the possession letter, with the developer demanding the remaining payment within 10 days. This included Rs.47,767 as interest and an additional Rs.2,23,996, which was not mentioned in the BBA. I met Mr. Prajapati and Mr. Soni from Pareena, who assured me that interest would be waived if I paid the outstanding amount timely.
- v. Between Jan 4, 2023 and Jan 7, 2023, I paid Rs.11,51,009, clearing all outstanding dues for the flat mentioned in the possession letter, except the Rs.47,767 interest. After making the payment, I made numerous calls to Mr. Prajapati and Mr. Soni, which went unanswered. When I visited the office, I learned that they had left the job. So, I met Mr. Vikas from Pareena, who assured me of arranging a meeting with the MD. However, this meeting never occurred, and I later learned that Mr. Vikas had also left the company. Then, I met Mr. Pawan, who yet again promised to arrange a meeting with the MD but informed me that at that time MD was out of India. On another visit to the office, I met Mr. Pradeep from Pareena, who informed me that possession would only be granted after I paid Rs.64,171 as interest, and Rs.69,378 as EDC balance, and maintenance charges. When I requested a meeting with the MD, he asked me to come next week after making an appointment by phone.

- vi. Despite sending multiple emails to crm detailing my concerns and informing them of my intention to escalate the matter to RERA, they failed to provide any response or show any regard for my issues.
- vii. Being fed up with the Pareena's staff, I finally decided to clear all remaining dues. Thus, on Jan 6, 2025, I visited the office with the aim of resolving the matter and taking possession. I even coordinated my daughter's visit to India around this time for signing the registry. After waiting over an hour, I met Mrs. Bhumika, the crm head, who demanded Rs.2,19,155 for balance payments and maintenance charges up to Jan 15, 2025. She agreed to waive the interest upon my request. When I inquired about the registry, she stated it would take 12-13 days. However, on Jan 8, 2025, after calling Mrs. Bhumika without a response, her associate informed me that possession would only be granted after paying Rs.67,996 as interest, contradicting the earlier agreement. This became my breaking point, Pareena's staff exhibit unprofessionalism, a lack of work ethics, and zero regard for customer concerns. Mrs. Bhumika's abrupt change in her statement regarding interest payment within just two days highlights her unprofessional behavior, reflecting poorly on the company's overall ethics and integrity in dealing with customers.
- viii. I am deeply frustrated by the repeated delays, miscommunication, and contradictory demands from Pareena that has lingered for 12+ years to this date. Not only I have financially drained myself in the process but also my daughter who especially visited India from the States to see her dream project, her travel has gone to waste, leaving her mentally and physically draining. As a law-abiding citizen who firmly believes in justice and the rule of law, I am determined to resolve this matter through legal channels. While I am aware of the builder's influence and resources, I am fully prepared to take legal action to protect my rights and ensure a fair resolution.

- ix. Rejoinder filed by complainant on 04.09.2025:-
- x. The account statement clearly reflects an amount of Rs.51,80,042.52/-paid through a bank loan. Needless to state, repayment of a bank loan is made only through EMIs. With regard to the house rent, the account statement evidencing such payment.
- xi. I was compelled to take a personal loan at the time of offer of possession, as the builder failed to provide either the occupancy certificate or the completion certificate, and granted only 14 days' time for payment. In the absence of these mandatory documents, the bank refused to release the sanctioned funds, leaving me with no option but to avail a personal loan to make the payment to the builder.
- xii. I was compelled to avail not only a home loan and a personal loan, but also a gold loan, in order to meet the emi obligations of these loans as well as to pay the house rent. This undue financial burden has caused me severe stress and has adversely affected me financially, mentally, and physically, thereby impacting my health.
- xiii. Being from a middle-class family, such financial pressure creates a serious hardship. Had the builder duly provided possession in a timely and lawful manner, I would not have been compelled to face such circumstances.
- xiv. During the prolonged wait for possession of my dream project, I suffered the irreparable personal loss of my father, mother, and two younger brothers. It is evident that the builder has failed to honor its contractual commitments, despite portraying itself as a reputed entity. The staff, though represented as dedicated and customer-oriented, has in practice failed to adhere to such standards.
- xv. The flat was booked on 15.10.2013, yet possession was delivered only in 2023, reflecting a delay of nearly ten years. The builder has effected

frequent changes in staff, resulting in discontinuity and considerable inconvenience to the allottee.

- xvi. Telephone calls are seldom attended, thereby denying the allottee an effective channel of communication.
- xvii. Despite repeated representations, not a single email has been replied to. As per the interest ledger provided by the advocate, the amount up to 14.12.2022 is reflected as Rs.47,522/-, whereas in the offer of possession letter, the interest is shown as Rs.47,767/-. The builder is under obligation to clarify which figure is correct. In my written communications, I had specifically requested the management of Pareena to resolve the matter, failing which I would be constrained to approach the Authority.

C. Relief sought by the complainant: -

- 4. The complainant has sought following relief(s)
 - a. Adjust the outstanding Rs.2 Lakh discrepancy from my total payment.
 - b. Provide the Modular Kitchen as per the original booking agreement.
 - c. Interest charged despite my timely payments as per the BBA should be waived.
 - d. Refund the unauthorized additional demand of Rs.2,23,996 and unjust EDC charges imposed later.
 - e. Since possession was never given, all maintenance charges should be refunded.
 - f. Despite full payment by 07.01.2023, possession must be handed over with delayed 25 months possession charges.
- 5. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent: -

- 6. The respondent contested the complaint on the following grounds: -
 - i. That the respondent is a renowned entity working to provide people their dream home. That the respondent always abide by its commitments and work hard to provide best services.

- ii. That the present complaint has been filed by Mr. Jitendra Kumar, who is admittedly not the allottee of the subject unit. That the allotment was made in the name of Mrs. Manisha Keim, and all relevant documentation, including the builder buyer agreement and receipts, reflect her as the sole allottee. It is submitted that Mr. Jitendra Kumar, being the father of the allottee, cannot be treated as an allottee under the any provision of law. Furthermore, no power of attorney or written authorization from Mrs. Manisha Keim has been provided along with the complaint. In the absence of such valid legal authority, the complainant lacks locus standi to file or pursue the present complaint. Therefore, the complaint is not maintainable and is liable to be dismissed on this ground alone.
- iii. It is respectfully submitted that unit no. 1601 was not offered in exchange or substitution for unit 1501. The allotment of unit no. 1601 was a separate and fresh transaction. It is submitted that the respondent was supposed to deduct an amount of 9 lacs approx after the cancellation of unit 1501, however, an amount of Rs. 1,45,363/- was only deducted, and no other amount was deducted by the respondent as gesture of goodwill. The remaining amount of Rs. 15,54,637/- out of Rs. 17,00,000/- was adjusted in the current unit i.e., 1601. Therefore, there was no obligation on the respondent to provide the same facilities in the new unit. The respondent has no obligation to provide the modular kitchen as it never a part of the builder buyer agreement duly signed by the allottee herself.
- iv. The respondent has rightly raised maintenance charges as per the builder buyer agreement. It is submitted the developer is entitled to charge maintenance charges from the date of offer of possession and not from actual possession. In the present case, the possession was duly offered to the allottee on 14.12.2022. From that point onward, cost has been incurring for maintaining the project. Hence, it is completely within the respondent's

rights to recover advance maintenance charges and no demands raised by the respondent were illegal.

- v. The respondent submits that an order had been passed which mandated charging of 12% GST on External Development Charges and Internal Development Charges. Accordingly, the respondent has only raised demands for GST to the extent required under this regulatory order and has not charged anything beyond that. It is submitted that these are tax liabilities as per law and not an extra demand, as alleged by the complainant. The complainant has not produced any document or evidence to show that any excess demand was raised over and above what was required by law. Hence, the allegation made by the complainant are illegal or unjustified demands.
 - vi. It is respectfully submitted that the respondent has rightfully raised a demand for interest amounting to 47,767 from the allottee in the offer of possession. This demand has been made in accordance with the terms and conditions of the bba, and is fully justified under the applicable rules and contractual obligations. The calculation of the said interest has been carried out transparently.
 - vii. It is submitted that the present complaint is based on incorrect statements of fact. The respondent has acted strictly in accordance with law and contractual obligations. The complainant has neither come with clean hands nor disclosed full and accurate facts. There is no cause of action that arises against the respondent. That the complaint is based on incorrect facts, lacks merit. Hence, the complaint deserves to be dismissed.
7. All other averments made by the complainant are denied in toto.
 8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

10. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per flat buyer's agreement. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the Complainants at a later stage.

F. Findings on the relief sought by the complainant.

F.I Adjust the outstanding Rs.2 Lakh discrepancy from my total payment.

F.II Provide the Modular Kitchen as per the original booking agreement.

F.III Interest charged despite my timely payments as per the BBA should be waived.

F.IV Refund the unauthorized additional demand of Rs.2,23,996 and unjust EDC charges imposed later.

F.V Since possession was never given, all maintenance charges should be refunded.

F.VI Despite full payment by 07.01.2023, possession must be handed over with delayed 25 months possession charges.

13. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other reliefs.
14. The complainant initially booked unit no. 1501 in the said project and subsequently the allotment came to be shifted to unit no. 1601. It has been averred by the complainant that despite having made substantial payments towards the unit, the promoter raised additional demands at the time of possession including interest, EDC balance and other charges which were allegedly not part of the builder buyer agreement executed between the parties.
15. The respondent promoter has raised a preliminary objection regarding the maintainability of the present complaint on the ground that the complaint has been filed by the father of the allottee and therefore the complainant lacks locus standi to pursue the present proceedings.
16. The Authority has considered the said objection raised by the respondent. A perusal of the record reveals that the complainant, in the rejoinder dated 04.09.2025, has placed on record an authority letter dated 06.01.2025 executed by the allottee authorizing his father to represent him and pursue the present complaint before the authority.
17. The proceedings before this authority are summary in nature, and the Act does not prohibit an allottee from authorising another person to represent him in the proceedings, particularly where such authorisation is duly placed on record.

18. Once the allottee has expressly authorised his father to act on his behalf through a written authority letter, the objection raised by the respondent regarding locus standi does not survive.
19. In view of the above, the authority is of the considered opinion that the complaint filed through the authorised representative of the allottee is maintainable, and the objection raised by the respondent promoter is rejected.
20. The complainant has further alleged that certain additional amounts including a sum of ₹2,23,996 and other charges were demanded which were not contemplated in the agreement for sale and therefore the same are liable to be waived/refunded. On the other hand, the respondent promoter has contested the complaint inter alia on the ground that the complainant is not the allottee of the subject unit and has also justified the demands raised in accordance with the terms of allotment. The complainant has therefore sought waiver/refund of such amounts.
21. The Authority observes that under the scheme of the Real Estate (Regulation and Development) Act, 2016, the relationship between the promoter and the allottee is governed by the agreement for sale executed between the parties. Section 11(4)(a) of the Act casts a statutory obligation upon the promoter to adhere to the terms and conditions of the agreement for sale and the representations made to the allottee. Any demand raised beyond the agreement would amount to deviation from the contractual obligations of the promoter and cannot be sustained.
22. In absence of any stipulation in the builder buyer agreement authorizing the promoter to levy such additional charges, the authority is of the considered view that the promoter cannot insist upon recovery of amounts which are not part of the agreement for sale.

23. Consequently, any amount collected by the promoter from the complainant which is over and above the charges stipulated in the builder buyer agreement cannot be retained by the promoter and is liable to be refunded to the complainant.
24. Accordingly, the promoter is directed that no amount other than those strictly in accordance with the builder buyer agreement shall be charged from the allottee, and any excess amount collected beyond the agreed contractual terms shall be refunded to the complainant.
25. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

26. **Due date of handing over of possession:** The due date of possession is being calculated as per the possession clause of the agreement to sell dated 30.06.2022. Therefore, the due date of possession comes to be 11.03.2024.
27. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules, ibid. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates

which the State Bank of India may fix from time to time for lending to the general public.

28. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, ibid has determined the prescribed rate of interest. The rate of interest so determined by the legislature is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
29. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 12.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
30. The definition of term 'interest' as defined under Section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(z) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

31. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
32. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. Therefore, the Authority deems fit that the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.85% p.a. w.e.f. due date of possession i.e., 11.03.2024 till valid offer of possession after obtaining

of OC/CC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.

G. Directions of the authority

33. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to pay the interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.85% p.a. w.e.f. due date of possession i.e., 11.03.2024 till valid offer of possession after obtaining OC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.
- ii. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within three month from date of this order, as the occupation certificate in respect of the project has already been obtained by it from the competent authority.
- iii. The arrears of such interest accrued from due date of possession till the date of this order shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the respondent-promoter to the allottee before 10th of the subsequent month as per rule 16(2) of the Rules, *ibid*.
- iv. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within a period of 30 days and the complainant is directed to pay the outstanding dues, if any remains after adjustment of interest for delayed period.

- v. In case any amount has been collected by the respondent over and above the charges contemplated under the agreement for sale the same shall be refunded to the complainant.
 - vi. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement dated 30.06.2022.
 - vii. The respondent is directed to execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainant.
34. Complaint stands disposed of.
35. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025

HARERA
GURUGRAM